

# EXHIBIT B

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE WESTERN DISTRICT OF MISSOURI

3   MAXUS REALTY TRUST, INC.,  
4       Plaintiff,

5   VS.

6   RSUI INDEMNITY COMPANY,  
      Defendant.

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CASE NO. 06-0750-CV-W-ODS

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10                   ORAL AND VIDEOTAPED DEPOSITION

11                   OF

12                   CLIFF CHADWELL

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17           ANSWERS AND DEPOSITION OF CLIFF CHADWELL, produced as a  
18   witness at the instance of the Defendant, taken in the  
19   above-styled and -numbered cause on the 7th day of September,  
20   A.D., 2007, beginning at 10:09 a.m., before Carrie del Angel, a  
21   Certified Shorthand Reporter in and for the State of Texas, in  
22   the offices of Esquire Deposition Services, located at 1700  
23   Pacific Avenue, Suite 4750, Dallas, Texas, in accordance with  
24   the Federal Rules of Civil Procedure and the agreement  
25   hereinafter set forth.

1 A. No.

2 Q. Had anyone given you any direction as to what to  
3 inspect and what not to inspect at the Waverly location?

4 A. Are you -- I'm -- I'm not really clear on how I --  
5 what you're looking for there.

6 Q. Okay. If I can, I'm going to show to you what's been  
7 marked as McRobert Exhibit 8 of July 31st, 2007, and, for your  
8 convenience, I put a red tab on the initial page that I'd take  
9 a -- and I'd request that you take a look at.

10 A. Okay. Oh, okay.

11 MR. ABRAMS: And this is the -- this is the  
12 letter from Rob Thompson?

13 A. No, this is from me.

14 MS. MURPHY: No, this is --

15 MR. ABRAMS: I'm -- I'm sorry, from -- from Mr.  
16 Chadwell to Rob Thompson, dated December 16, 05, right?

17 MS. MURPHY: Right.

18 MR. ABRAMS: Okay.

19 A. Is Robert Thompson an employee of Maxus?

20 Q. (BY MS. EVANS) I don't know, sir. It's your  
21 letter.

22 MR. ABRAMS: No, this is -- this is the lawyer.  
23 This -- he's the outside lawyer.

24 THE WITNESS: Okay.

25 A. And this is what I was -- I mean, whenever they asked

1 me to go to the property, I was told to develop a scope of work  
2 for second floor only, and I -- I think -- I guess that had  
3 something to do with flood coverages, and they weren't  
4 interested in having me prepare anything for that first floor  
5 area. I don't know.

6 Q. (BY MS. EVANS) Do you remember the sum and substance  
7 of those discussions whereby someone -- or anyone indicated  
8 that they weren't interested in the first floor for scoping  
9 purposes?

10 A. The only conversations that I remember were the  
11 direction that I was given on the preparation of my scope, and  
12 they said to consider only second floor and up. And the  
13 purposes for that, I don't know, that's just what they told me  
14 to do.

15 Q. And the letter indicates, does it not, that it's  
16 arguably related to flooding as opposed to wind damage? Do you  
17 see where it says that?

18 MR. ABRAMS: Where are you reading at?

19 Q. (BY MS. EVANS) From the sentence on the left side,  
20 No consideration or cost estimates were given for first floor  
21 units, floor trusses, sub flooring, lightweight concrete or any  
22 site work, arguably related to flooding as opposed to wind  
23 damage; do you see that?

24 A. Yes.

25 Q. Okay. So is it based upon that that you understand

1 that the first floor of the Waverly location was not scoped  
2 because of potential flood damage?

3 A. Well, the first floor was not scoped because they  
4 told me not to.

5 Q. Okay.

6 A. The -- and the reason that I made these notations  
7 was that we wanted to have -- I mean, typically when we prepare  
8 a scope, we prepare a scope for the reconstruction effort  
9 needed to put a property back in pre loss condition, and I just  
10 wanted to make sure that everybody understood that we were not  
11 addressing anything on the first floor at the direction of  
12 Maxus.

13 Q. When you first went to the Waverly location, did you  
14 perform an inspection?

15 A. Yes.

16 Q. And can you describe for me the -- the nature and  
17 extent of that inspection of the Waverly location?

18 A. Well, we -- I mean, initially I surveyed the property  
19 to get an overview of the damages, and then we went and  
20 identified the damages on the second floor areas. I didn't  
21 even go into the first floor areas. They was still about -- I  
22 say -- I don't know how deep it was, eight inches, 12 inches of  
23 muck, and I didn't walk into any of those. So I -- I inspected  
24 second floor units and did a walk around of the buildings to  
25 identify what needed to be addressed in the scope.

1 Q. Okay. Did you get into all the units of the second  
2 floor Waverly?

3 A. At some point, I did. Initially, I only went into  
4 probably 30, 35 of them.

5 Q. And how did you go about determining those items  
6 damaged by wind versus damaged by flood?

7 A. I did not make that distinction.

8 Q. Did someone make that distinction for you?

9 A. Well, when they told me to write a scope on what it  
10 would take to put the property in -- back into a pre loss  
11 condition from second floor up, that was what I identified.

12 Q. Is it fair to say that the scope that you put  
13 together in connection with the Waverly location includes both  
14 wind and flood damage for the second floor only?

15 A. It -- it includes damages --

16 Q. All --

17 A. -- whether -- whether it be -- I mean, it was obvious  
18 that flood waters had exceeded the floor level on the first and  
19 second floor, but what my scope represented was what it would  
20 take to put that unit or that building or that property back  
21 into a pre loss condition. I was not cognizant of flood waters  
22 did this and wind did this. I just took what I had and  
23 identified what was there and what it would cost to replace it.

24 Q. Okay. When you were directed to only look at the  
25 second floor, arguably because of flooding and flood damage,